

A G R E E M E N T

By and Between

C I T Y O F R E N T O N

and

L O C A L 2 1 7 0,

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO

January 1, 2009 – December 31, 2009

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PREAMBLE

This Agreement is between the City of Renton (hereinafter called the Employer) and Local 2170, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the Union) for the purpose of setting forth a mutual understanding of the parties as to conditions of employment for those employees for whom the Employer recognizes the Union as the exclusive collective bargaining representative.

The Employer and the Union shall cooperate to provide the public with efficient, cost-effective, and courteous delivery of public services, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity in all departments of City government. The parties will work together to address and adapt to the inevitable issues of change, to devise varying methods and work procedures adapted to the changing circumstances of their particular areas of responsibilities.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section A. Pursuant to RCW 41.56.060 the Employer hereby recognizes the Union as the exclusive bargaining representative for all probationary and regular Renton City employees in those classifications listed in Appendix A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on the execution date of this Agreement, on or before the thirtieth day following the execution date of this Agreement, shall become and remain members in good standing in the Union. It also shall be a condition of employment that all employees covered by this Agreement and hired on or after its execution date, on the thirtieth day following the beginning of such employment, shall become and remain members in good standing in the Union.

The Employer and the Union agree that the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such public employee is a member shall be protected at all times and such public employees shall pay such sum as is provided in RCW 41.56, "Chapter 59, Laws of 1973".

Section B. The Union recognizes the following positions as being excluded from the represented classes listed in Appendix A.

1. All positions in the Human Resources & Risk Management Department.
2. All clerical or secretarial positions designated as "confidential" in each department. Only one "confidential" designation will be allowed in each department.

Section C. In the event a new department, division, or position is created or any existing department, division, or position is reconstructed during the term of this Agreement, and a question arises as to the appropriateness of their inclusion or exclusion in or from the bargaining unit, the matter will be referred to the Public Employment Relations Commission for resolution. Until the issue is resolved, the employee shall remain a member of the bargaining unit. Agreement to allow an employee to remain in the bargaining unit during the period of consideration by the Commission shall not be prejudicial nor have any bearing on consideration of this matter by the Public Employment Relations Commission. The Union shall be notified of any newly created positions in the City, which are not recognized by other bargaining units, including the City's initial determination regarding bargaining unit status.

Section D. The Union will provide a calendar of all regularly scheduled Executive Board meetings for the next calendar year in December of the preceding year to the Human Resources & Risk Management Administrator.

Section E. Changes to existing position classifications and position descriptions shall be forwarded to the Union president and secretary ten (10) working days prior to the next regularly scheduled Executive Board meeting. The Union shall respond to the changes, in writing within five (5) working days of the meeting, unless an extension is mutually agreed upon.

Section F. An employee may request a position review for proper classification placement when the employee believes that there has been significant change in duties and responsibilities of the position. The request for review shall first go to the employee's supervisor, the Division and the Department for review and comment. The Department shall forward the request to the Human Resources Department within 30 days of the initial request. If the Department does not forward the request within 30 days, the employee may submit the request directly to the Human Resources Department. The Human Resources Department will notify the employee within 14 working days of the disposition of the request. Request submitted by the August 1 deadline and subsequently approved shall be included in the following year's budget. Those approved by the City Council shall have an effective date of January 1 of that budget year. Any delays in implementation shall not affect the implementation date and all pay shall be retroactive to the appropriate implementation date.

ARTICLE 2 - UNION MEMBERSHIP AND DUES DEDUCTION

Section A. The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

Section B. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any actions by the Employer in administering recognition, union membership and dues deduction.

Section C. The Union agrees to refund to the Employer any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

Section D. The Employer will furnish to the Local Union Treasurer the names of all new employees in the bargaining unit as specified in Article 1, Section A, within five (5) working days of hire. The Union will provide the Employer with notification of satisfaction of the affiliation provisions as described in Article 1, Section A, of this Agreement.

Section E. The Union agrees to furnish the Employer with a list of Union Officers and Shop Stewards and to maintain such list in a current status.

ARTICLE 3 - HOURS OF WORK

Section A. Work Week

The work week shall consist of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday. The regular work week shall consist of forty (40) hours, exclusive of lunch, within the work week. Exceptions to this shall be alternative work schedules, and work weeks which, when utilized, shall be reduced to writing and signed off by the Employer, employee and the Union. The City or the employee may discontinue alternative work schedules and work weeks in accordance with Article 3, Section C-3.

Section B. Work Day

A regular work day shall consist of not more than ten (10) hours, exclusive of lunch, unless otherwise provided for through an agreed upon alternative work schedule.

Section C. Work Schedules

1. The normal work week shall be five (5) consecutive days of not more than eight (8) hours per day, Monday through Friday, exclusive of the lunch period, except where the work day or work week is different and accepted as a condition of employment or mutually agreed upon in writing between the Union, employee and the Employer.
2. Employees may work flex-time or alternative work schedules, with prior supervisory approval. Flexible work schedules shall be mutually agreed upon between the Employer and the employee. All flex-time and alternative work schedules shall be reduced to writing and signed off by the Employer, employee and the Union. Flex-time schedules, by example only, shall be schedules that provide for daily or weekly adjustable work hours. Alternative work schedules, by example only, shall be schedules that allow for schedules other than 5 consecutive days (Monday through Friday) of 8 hours work.
3. Work schedule changes may be initiated by the Employer or the employee. When schedule changes of thirty (30) days or more are initiated by the Employer, employees will receive written notice of the change thirty (30) calendar days prior to the effective date of the change. Except in emergency situations and situations that are unforeseen or unanticipated, employees will receive written notice a minimum of two working days before all other schedule changes initiated by the Employer. If written notice is not received as outlined herein the employee shall receive pay at one and one-half (1 1/2) times their normal hourly rate for the first shift worked on the new schedule. The City will not manipulate work schedules for the sole purpose of avoiding the payment of overtime.

Work schedule changes initiated by the employee may take place immediately with the concurrence of the supervisor, provided that the change does not create an undue hardship in the department or disservice to the public.

4. Employees shall not work more than sixteen (16) consecutive hours during any consecutive twenty-four (24) hour period.

Section D. Meal and Rest Periods

1. There shall be an unpaid meal period of not less than one-half (1/2) hour nor more than one (1) hour during the regular workday. If an employee is required to work two (2) or more hours beyond his or her regular work day the employee shall be entitled to an additional paid meal period of one-half (1/2) hour. For each additional four (4) hour overtime increment beyond the two (2) hours, the employee shall receive an additional meal period of one-half (1/2) hour. If the employer furnishes meals, the employee shall eat them on his or her own time. Whenever possible the meal period shall be scheduled near the middle of the workday.
2. Except in emergency situations, there shall be one fifteen (15) minute rest period during each half of the workday whenever feasible. Emergency situations are defined as situations where injury to persons, loss of life and/or serious public or private property damage are possible.

Section E. Clean-Up Time

Employees whose work requires personal clean-up prior to leaving the Employer's premises or job site shall be allowed necessary time for doing so prior to meal breaks, but not to exceed five (5) minutes, and the end of the shift, but not to exceed ten (10) minutes. Work schedules shall be arranged so employees may take advantage of this provision where it is applicable.

ARTICLE 4 - OVERTIME

Section A. Overtime

1. The Employer shall determine when and by whom overtime will be worked. Whenever feasible, the Employer will request volunteers from among the employees with the requisite skills to perform the work, before requiring employees to work overtime. Overtime opportunities will be allocated as equally as possible among employees within a work unit.
2. Except as otherwise provided in this Article, all hours worked in excess of the employee's scheduled workday, when worked upon the direction or approval of the employee's supervisor, shall be paid at the rate of one and one-half (1 1/2) times the employee's straight-time hourly rate or compensated by granting one and one-half (1 1/2) times the number of excess hours worked as compensatory time. Overtime shall be based on compensated hours. The employee shall make his or her choice (overtime pay or compensatory time) known to his or her supervisor not later than the end of the work week in which the work was performed.
3. Compensatory time off, when granted, shall be at a time convenient to the employee and consistent with the operating needs of the Employer. Compensatory time off shall be taken under this Article as required by the Fair Labor Standards Act, if such continues to be applicable to local government employees. Compensatory time banks shall not exceed 80 hours.

Each Department Administrator will determine the percentage of compensatory time cash out, if any, to be applied uniformly department-wide. This cash out shall be paid on the final paycheck of the year and communicated to the employees by November 15th.

4. In computing overtime, the nearest one-quarter (1/4) hour shall be used.

5. Employees required to work on a sixth consecutive day shall be paid at the rate of time and one-half (1 ½). Employees required to work on a seventh consecutive day shall be paid at two (2) times their regular rate of pay. There is no eighth, ninth or tenth day. Holiday, vacation, sick leave and comp-time do not count as paid work when determining the seven consecutive days. The employee will receive compensation at the rate of one and one-half (1 ½) for time worked on one day when he/she has worked six consecutive days. The employee will receive compensation at the rate of double time (2X) for time worked one day when he/she has worked seven consecutive days if the work is required.

Section B. Call-back Pay

Call-back shall be defined as all time worked in excess of a scheduled shift, which is not an extension of that shift, and is unanticipated, unforeseen, and not a regular function of the employee's work schedule. "Unanticipated, unforeseen" shall include, but not be limited to, work that is performed where the employee has been notified after the conclusion of their regular work day and the work is performed prior to the start of their next regular work day. Employees called back to work shall be paid a minimum of two hours at the rate of two times (2x) their regular rate of pay. Recreation staff involved in conducting scheduled recreation programs/events shall be excluded from this provision.

Employees who must attend regularly scheduled meetings after their normal work hours shall be paid a one (1) hour minimum at the time and one-half (1 ½) rate.

Section C. Extended Overtime

Employees required to work four (4) or more hours beyond the end of their scheduled workshift shall be paid at two times (2x) their regular rate of pay for all time worked beyond the first four hours of overtime.

Section D. Shift Differential

A shift differential of \$0.70 shall be paid for all hours worked by an employee when fifty percent (50%) of his or her regular workday is between 12:00 midnight and 8:00 a.m. When such shift is requested by the employee and approved by the Employer, this provision shall not apply.

Section E. Standby

The Employer reserves the right to establish a standby program. Based on service needs, each department may establish a roster of qualified personnel who would be available for callback during an emergency situation. Personnel identified as on standby shall be required to carry a pager device and be able to respond immediately to callback situations without restrictions or impairments. Employees on standby shall receive \$2.00 per hour for hours spent in standby status. Standby allowance shall be suspended upon callback and the provisions of Section B of this Article shall prevail. Standby periods shall be determined by the Employer.

Qualified personnel shall be determined by the Employer and assigned by seniority on a rotational basis. Every effort will be made to establish the roster on a volunteer basis. If insufficient volunteers exist, placement on the roster shall be mandatory.

Section F. Uniform Allowance

Employees in the Fire Inspector and Hazardous Material Specialist classifications shall receive a uniform allowance of \$200 per annum.

ARTICLE 5 - SICK LEAVE

Section A. Accrual

Sick leave is available for medical leave when an employee is absent as a result of personal illness or injury; for family leave to care for the employee's dependent, child, parent or spouse when medically necessary; or to provide medical care or supervision for the employee's child, under age 18, as provided by WAC 296-130, or any qualified FMLA covered reason.

1. Upon employment, new full time employees shall receive twenty-four (24) hours sick leave. At the end of the first three months of full time employment an additional twenty-four (24) hours sick leave shall be granted. At the completion of six full months of employment, employees shall accrue sick leave at the rate of eight (8) hours per month. Employees who resign or are terminated prior to completing six full months of employment shall reimburse the Employer for any used but unearned sick leave.
2. Sick leave shall be prorated based on the employee's regularly scheduled weekly hours of work, divided by 40.
3. Employees shall be allowed to use sick leave in increments of fifteen (15) minutes.

Section B. Sick Leave Cash Out

Cash payment of accrued, unused sick leave shall be made upon a PERS I employee's resignation, retirement, discharge (unless discharge is a result of the employee's conviction of any criminal statutes relating to or connected with his/her employment), or death. Such payment shall be limited to 50% of accumulated but unused sick leave, to a maximum of 960 hours. In the event of death, payment shall be made to the estate of the employee.

Employees hired on or after January 1, 1994, shall not be eligible for cashout of any accrued but unused sick leave.

Section C. Long Term Disability Plan

All employees will be enrolled in an Employer-sponsored long-term disability plan with a benefit equal to 60% of base salary after a maximum waiting period of 90 calendar days or exhaustion of sick leave -- whichever is longer. The Employer will pay the premiums necessary to fund the benefits of the plan.

Section D. Notification Requirements

1. Sick leave may be taken in lieu of vacation time whenever an employee is on vacation and becomes sick or hospitalized. A doctor's certificate of the illness must be furnished by the

employee in a timely manner to substantiate such sickness or disability. This exchange will not alter the employee's scheduled vacation except by mutual agreement with the Employer.

2. The Employer may require a signed statement from the employee's doctor for absences of three (3) days or longer or if the City reasonably suspects sick leave abuse.
3. An employee who will be out on sick leave must notify his or her immediate supervisor or other designated person of the absence prior to the start of said leave, or as soon as possible.

Section E. Abuse of Sick Leave

Use of sick leave is restricted to the purposes set forth in Section A of this Article. Employees found to be abusing sick leave privileges shall be subject to disciplinary action, pursuant to Article 16, Section C.

ARTICLE 6 - HOLIDAYS

Employees shall receive holidays in accord with the following:

Section A. The following days shall be observed as legal holidays:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr. Day)
3. Last Monday in May (Memorial Day)
4. July 4 (Independence Day)
5. 1st Monday in September (Labor Day)
6. November 11 (Veterans' Day)
7. 4th Thursday in November (Thanksgiving)
8. 4th Friday in November (day after Thanksgiving)
9. December 25 (Christmas Day)
10. The day before Christmas shall be a holiday for employees when Christmas Day occurs on a Tuesday or Friday. The day after Christmas shall be a holiday for City employees when Christmas day occurs on a Monday, Wednesday or Thursday. When Christmas day occurs on a Saturday, the two preceding working days shall be observed as holidays. When Christmas Day occurs on a Sunday, the two working days following shall be observed as holidays.
11. Two personal holidays of employee's choice. (To be eligible for a personal holiday, an employee must have been employed for at least six continuous months.) Personal holiday may be used in 15 minute increments.
12. Any other day proclaimed by the Governor for all political subdivisions of the State; or by the Mayor of the City.

Section B. Employees scheduled to work on a holiday shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked on the holiday and, in lieu of the holiday the employee shall be permitted to schedule an additional day off (up to 8 hours) with prior approval from his or her supervisor or receive up to eight (8) hours holiday pay. The decision to grant holiday pay or a compensatory day off shall be determined in advance.

Section C. Employees scheduled in advance to work on a holiday shall be scheduled for a minimum of four (4) hours.

Section D. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. For employees regularly scheduled Saturday and/or Sunday, holidays shall be observed on the actual holidays.

Section E. All regular part-time employees subject to the provisions of this Agreement shall receive holiday leave at a pro-rated amount based on the number of hours scheduled in their work week divided by forty (40) hours.

Section F. Holiday Leave Bank

Employees working a schedule other than five (5) consecutive days of eight (8) hours each shall have any holiday (as defined in Section A) falling on a regularly scheduled day off, converted to Personal Holiday hours. These Personal Holiday hours shall then be available for use (or to be sold back to the City) just as normal Personal Holiday hours. Personal Holiday hours not used by the employee by the end of the year (November/December) may be sold back to the City at the employee's regular hourly rate.

ARTICLE 7 - VACATIONS

Section A. The following vacation benefits shall be provided:

Length of Service	Days/Year Accrual	Hours/Year
0 through 5 years	12	96
6 through 10 years	18	144
11 through 15 years	21	168
16 through 20 years	24	192
21 and subsequent years	27	216

Regular part-time employees subject to the provisions of this Agreement shall be provided vacation benefits at a pro-rated amount based on the number of hours scheduled in their workweek divided by forty (40) hours.

Section B. Employees may use accrued vacation leave in increments of 15 minutes. The maximum accumulation of vacation time for an employee shall not exceed twice the current annual accrual limit as provided in above Section A.

Section C. Requests for vacation leave are subject to supervisory approval. Except in emergency situations, requests for vacation leave shall be submitted in writing, at least the work day prior to the requested time off. Vacation requests shall be responded to within one week unless submitted less than two weeks in advance. For vacation requests submitted less than two weeks in advance, a response within one working day after receipt is required.

ARTICLE 8 - BEREAVEMENT LEAVE

Up to three days with pay shall be allowed employees covered hereunder for bereavement for each instance of a death of the employee's mother, father, legal guardian, spouse, child, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, grandchild, or grandparents. The number of hours of bereavement leave allowed regular part-time employees covered by this Agreement shall be adjusted to reflect the number of scheduled hours in their workweek. All requests for extended bereavement leave shall be approved by the department head in advance.

ARTICLE 9 - INSURANCES

Definitions:

REHBT: Renton Employees' Healthcare Board of Trustees.

REHP: Renton Employees' Healthcare Plan

Funding Goal: It is the responsibility of the Renton Employees' Healthcare Board of Trustees to establish and maintain fund goals in relationship to the Renton Employees' Healthcare Plan.

Section A. Health Insurance

1. Medical coverage shall be provided in accord with the laws of the State of Washington, RCW 41.26.150. AFSCME Local 2170 agrees to continue participation in the REHBT and to identify and support cost containment measures.

2. The City will provide a medical/dental insurance plan for bargaining unit members and their eligible dependents. The REHP includes medical, dental including orthodontia, prescription drugs and vision coverage. The REHP requires twenty-five dollar (\$25) co-pays for specified medical services, ten dollar/twenty dollar/forty dollar (\$10/\$20/\$40) co-insurance for specified prescription drugs and other benefits as outlined in the REHP document.

The City and Union agree to jointly manage the REHP during the term of this agreement. The REHBT is comprised of the AFSCME Local 2170, other participating unions and the City, and will meet at least quarterly to review the REHP including costs associated with the REHP.

Members of the REHBT are authorized to make changes in the REHP from time to time without further concurrence from their membership or the City Council during the term of this agreement. Each member union, (not bargaining unit), and the City shall have one vote when considering proposed changes to the REHP.

Changes in the REHP will be determined by a majority of the votes cast by REHBT members. A tie vote will result in no change in existing benefits.

The City will provide a 100% City paid (except for the existing \$46.00 per month employee contribution) self-funded plan through December 31, 2009. The City agrees to contribute 108% of the 2008 premium toward funding the 2009 program. Bargaining unit members who currently are covered by Group Health insurance may continue to be covered, however, City paid coverage will be limited to 108% of the previous year's premium as outlined above for the self-funded plan. New

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members or current members who change to Group Health will be required to pay the difference between the Group Health premium and the associated premium for similar coverage under the City's self-funded plan as well as the respective employee contribution.

The City and the Union recognize the program costs may exceed an 8.0% annual increase during the term of this agreement. If so, the REHBT will meet and decide what action, if any, is necessary to address program costs. If costs exceed 8.0% and the REHBT cannot agree on program changes to reduce the increase to at least 8.0%, then the Union and the City will each pay fifty percent (50%) of the premium increase above 8.0%.

RENTON EMPLOYEES' HEALTH PLAN BOARD OF TRUSTEES – Includes members of each participating Union. Each union will have a maximum of one (1) vote, i.e. the Firefighter Union has two (2) bargaining units but only receives one (1) vote on the REHBT. The City only receives one (1) vote also. If all bargaining units participate the voting bodies would be as follows: AFSCME-2170; Firefighters-864; Police Guild and the City for a total of four (4) votes.

PREMIUM – The self-funded plan is fully paid (including employee contribution of \$46.00 per month) in 2009. Increase by up to 8.0% in 2009. Example – Premium equals \$100 (\$96 from the City and \$4 from the employee) in 2008. City would pay up to \$108 in 2009. If there is no increase, or less than a 8.0% increase in premium in 2009, the premium for 2009 would still be calculated as if there was a 8.0% increase in 2009.

PLAN CHANGES – The members of the REHBT shall have full authority to make plan design changes without further concurrence from bargaining unit members and the City Council during the life of this agreement.

VOTING – A tie vote of the REHBT members related to a proposed plan design change will result in continuing the current design. If no agreement can be reached on design changes and cost increases exceed the City's agreed contribution, then the additional cost will be split 50/50 by the City and the Members. Example – City takes first 8.0%; Cost increases 15.0%; City pays 50% of the additional 7.0% and members pay 50% of the additional 7.0%.

SURPLUS – Any surpluses in the Medical Plan shall remain available only for use by the Renton Employees' Health Plan Board of Trustees for either improvements in the Plan, future costs increase offsets, rebates to participants, or reduction in employee contributions.

Section B. Life Insurance:

1. Employer-paid term life insurance policy equal to employee's annual base salary plus longevity, to nearest \$1,000, including double indemnity and limited to a maximum benefit of \$50,000 is provided.
2. Each employee's spouse shall receive a \$1,000 group term life insurance policy.
3. Each employee's dependent shall receive a \$1,000 group term life insurance policy.

ARTICLE 10 - JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness in any litigation/administrative hearing process in which the employee is not a party, such time shall be considered as time worked and paid at the appropriate salary level of the employee. Employees shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the City with a copy of the subpoena or other legal document requiring the employee's presence. The copy of the subpoena or legal document will be given to the City in advance of the hearing or jury duty or if that is not possible, then the copy must be furnished within 72 hours after the hearing or jury duty date. All monies received as witness or jury fees must be signed over to the City excluding any mileage/expense reimbursements. Employees will be required to call their supervisor when less than a normal workday is required by jury or witness duty. The supervisor shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

ARTICLE 11 - EDUCATION AND CONFERENCE

Section A. Employees will be granted reasonable amounts of time off and financial reimbursement for attending training programs whenever such training is work-related and attendance is required by the Employer.

Section B. Employees who conduct authorized, official City business or participate in conferences as official representatives of the Employer while outside the City shall be reimbursed for all valid business expenses.

Section C. The Employer is committed to the principle of training for all employees. Whenever feasible, training shall be made available for each employee within a classification within a division to prepare them to perform all the job duties associated with that classification. Equal access to training opportunities to the extent that operational requirements permit shall be provided.

ARTICLE 12 - SALARIES

Section A. Effective January 1, 2009, salaries shall be increased by 5.5%.

Section B. All anniversary step increases shall begin being paid upon the payday following the anniversary date and thereafter during the life of this Agreement.

ARTICLE 13 - LONGEVITY

Section A. Employees shall receive monthly longevity pay in accordance with the following scale:

Years of Service

5 years	2.0% of the monthly Grade a13, step E
10 years	3.0% of the monthly Grade a13, step E
15 years	4.0% of the monthly Grade a13, step E
20 years	5.0% of the monthly Grade a13, step E
25 years	6.0% of the monthly Grade a13, step E

Regular part-time employees covered by this Agreement shall receive a pro-rated amount of this scale based on the number of hours scheduled in their workweek.

Section B. Longevity allowances shall begin being paid from the beginning of the payperiod following the anniversary of the employee's original date of hire, unless an adjusted longevity date has been established due to periods of absence, wherein longevity accruals are suspended.

ARTICLE 14 - DEFERRED COMPENSATION

The Employer shall make a deposit equal to two percent (2%) of each eligible employee's base wage into a deferred compensation account selected by the employee from the accounts provided by the City, each pay period.

ARTICLE 15 - PAY PERIOD

Employees shall be paid twice each month and any employee who is laid off or terminated shall be paid all monies due on the next following payday. All employees shall be paid on the 10th and 25th day of each month. If the 10th or 25th day of the month falls on a holiday or weekend period, the employees shall be paid on the last business day prior to that period.

If an employee is leaving on vacation, an early check request authorized by the immediate supervisor may be granted provided the check has been processed and is ready for disbursement.

ARTICLE 16 - MANAGEMENT RIGHTS

Subject only to the limitations expressly stated in this Agreement, the Union recognizes the prerogative of the Employer to operate and manage its affairs in accord with its responsibilities, powers, and authority, including but not limited to the following:

- A. The right to establish reasonable work rules.
- B. The right to schedule overtime in a manner most advantageous to the Employer.
- C. The right to discipline and/or discharge employees for just cause.
- D. The right to determine work schedules, to establish the methods and processes by which work is to be performed.

Further, it is understood by both parties that every incidental duty connected with operations enumerated in a job description is not always specifically described.

ARTICLE 17 - UNION ACTIVITIES

Section A. With prior notice, the Employer will grant employees who are Union officials reasonable time off with pay for the purpose of attending scheduled meetings with City officials. In addition, the Shop Steward or alternate Shop Steward and/or one Union official will be granted reasonable time off with pay by the immediate supervisor to investigate grievances. Notwithstanding the above, only two employees per work section shall be released to attend Union meetings during the workday.

Section B. The designated Staff Representative of the Union shall be allowed access at all reasonable times to all facilities of the Employer wherein the employees covered under this contract may be working. Access shall be granted for the purpose of conducting necessary official local

Union business and investigating grievances; provided there is minimal interruption to normal work processes.

Section C. The Employer shall permit the reasonable use of bulletin boards, e-mail, and interoffice mail by the Union for the posting of notices or communications relating to official Union business.

Section D. Union officials may request reasonable time off with pay to attend training that is beneficial to both labor and management. Approval will be at the discretion of the employee's Department Administrator or designee for the scheduling of time, the appropriateness of the leave shall be at the discretion of the Human Resources Department.

ARTICLE 18 - LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and complaints of a general nature affecting the Union and the Employer need consideration. To accomplish this end, the Employer and the Union agree that not more than three (3) authorized representatives of the Union shall function as one-half of a Labor/Management Committee; the other half being not more than three (3) representatives of the Employer named for that purpose. The parties agree to allow expanded participation in Labor/Management Committee discussions, when necessary, by mutual agreement. Said committee shall meet as requested by either party for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. It is understood and agreed that the purpose of this committee does not include the hearing of formal grievances brought under the provisions of Article 23 of this Agreement.

ARTICLE 19 - WORK STOPPAGES AND EMPLOYER PROTECTION

Section A. The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective during the term of this Agreement or any extension mutually agreed upon. Specifically, the Union shall not cause or condone any work stoppage including any strike, slowdown, non-bona fide sick leave absence, refusal to perform any customarily assigned duties, refusal to cross a picket line on City premises (unless same is sanctioned by the King County Labor Council), or other interference with City functions by employees under this Agreement. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the foregoing activities has occurred. Should any such activity occur, the Union agrees to take appropriate action immediately to end such interference.

Section B. Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union immediately shall order, in writing, such members to cease engaging immediately in such work stoppage and shall provide the Employer with a copy of such order. In addition, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section C. Regardless of any penalty to which the Union is subject under this section, any employee who commits any act prohibited in this section may be subject to the following penalties:

1. Oral reprimand
2. Written reprimand

3. Suspension (notice to be given in writing)
4. Discharge

It is understood that these penalties are not necessarily sequential. Disciplinary action resulting from violation of this Article will be tailored to the nature and severity of the offense.

ARTICLE 20 - NON-DISCRIMINATION

The Employer and the Union agree that they shall not discriminate against any employee because of race, color, creed, gender, physical sensory, mental disability, sexual orientation, national origin, age, marital status, union affiliation, non-affiliation or union activities as sanctioned by this contract.

ARTICLE 21 - EMPLOYMENT PRACTICES

Section A. Seniority

For the purposes of this Article, seniority shall be defined as an employee's length of continuous full-time service with the Employer. Continuous service shall be broken by separation from the Employer's service, except as provided for in Section F of this Article.

Section B. Posting of Vacancies

Whenever the Employer determines to fill a vacant bargaining unit position the Employer will distribute an announcement in advance giving notice of the vacancy to Union Stewards for posting on the Union bulletin board for ten working days. Vacancies may be posted as promotional or competitive. Any City employee may apply for a vacant position. All bargaining unit employees who apply and meet the minimum qualifications shall be tested in accordance with existing testing processes.

1. Promotional vacancies are not open to outside applicants.
2. Competitive vacancies are open to City employees and outside applicants.

Section C. Selection Process

1. Testing Procedure. The filling of vacancies will be done in an objective, fair and impartial manner. The Employer agrees not to pre-select employees. The Employer will determine the testing procedure which may include written, practical and oral examinations. Selection criteria will bear a direct relationship to job performance and constitute bona fide occupational qualifications necessary to properly and efficiently function in the position. All applicants will receive the same test and be informed of the passing point for the exam.
2. Process Review. In the event that a bargaining unit applicant is not selected, that employee may request, and shall be given, his or her broken down score and placement according to test results in writing.

Section D. Eligibility Lists

1. The names of candidates with passing scores shall be placed on a list in the rank order of their examination score. The appointing authority shall make a selection from among the top five

candidates. In the event there are fewer than five and more than one candidates on the eligibility list, the selection process shall be completed from the candidates.

2. If the same position or another in the same job classification with substantially similar duties should become vacant within six months of the date the eligibility list was established, selection of another appointee from the eligibility list may be made.
3. The Employer will notify the Union when an eligibility list expires or is retired.

Section E. Promotional Opportunities

Whenever a promotional opportunity within the bargaining unit is created through the conversion of an existing filled position to a new classification with higher duties, the Employer shall give employees within the same classification and section as the position to be re-structured an opportunity to bid for the promotion.

The Employer will distribute an announcement giving notice of the promotional opportunity to the Union President and employees in the same classification and section as the position to be restructured.

Eligible employees may bid for the position by submitting an Employment Application within the ten (10) day posting period. The Employer will award the promotion to the most qualified employee.

This process does not apply to reclassifications which are the result of gradual changes to the duties of one or more positions over a period of time.

Section F. Lay-Off and Recall

The Employer shall retain the right to determine whether lay-offs are necessary and in which department(s)/division(s) and classification(s) they will occur.

For the purpose of lay-offs, seniority, except in the initial lay-off situation, shall be defined as an employee's length of continuous service with the City in a regular, full-time or part-time position. Classification shall be defined as a job class with a distinct class title and a unique class number and payroll class code.

No lay-off or reduction to a lower classification shall be executed so long as there are non-regular employees, whether full-time or part-time, serving within the affected classification in a specific department/division.

In the event of a lay-off, for any reason, employees shall be laid off from their department or major division in the inverse order of their seniority in the classification in which the work force is being reduced.

An employee who is laid off may exercise his/her seniority rights to replace another employee in the same or different department/division in an equal or lower classification series in which the employee works or has previously achieved regular employee status, provided such employee has greater seniority than the employee whom he/she seeks to replace, and provided the replacing employee is qualified to perform the work without further training. The requirement to have previously worked in a

classification shall not be required for employees bumping down to a lower compensated position within a recognized series (i.e. Maintenance Service Worker, Fire Inspector).

The names of employees who are laid off shall be placed on a reemployment list for a period of two (2) years. Whenever there is a recall during the life of the reemployment list, employees who are still on the reemployment list shall be recalled in the inverse order of their lay-off, to the classification from which they were laid off or to a lower classification in which they previously achieved regular employee status with the City, provided they are qualified at that time to perform the work in the classification to which they are recalled without further training.

If an employee is recalled or bumps to a position in a lower rated classification, he/she shall have the right to return to the classification held prior to being laid off in the event a position in that classification subsequently becomes available, provided he/she is qualified at that time to perform the work without further training. Returning to an original classification shall be done in inverse order of layoff, in connection with the recall rights established in this Article.

The Employer shall not hire new employees in classifications represented by the Union as long as there are still employees on the reemployment list who are qualified at the time a position becomes available to perform the work of the position and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given ten (10) working days' notice of recall. Recall notice shall be sent by registered mail with return receipt requested. A copy of the notice shall be sent to the Union.

The employee must notify the affected department head within five (5) working days of receipt of the recall notice of his/her intention to accept the position offered. It is the employee's responsibility to notify the City Human Resources & Risk Management Department of change of address and telephone number.

An employee who refuses to accept a recall or who accepts a recall but fails to appear without notice approved by the City at the date and time agreed upon shall be removed from the reemployment list and shall forfeit all future rights of recall.

An employee who has been laid off shall retain seniority as of the date of lay-off and shall begin accumulating additional seniority when called back to work, providing the elapsed time of lay-off does not exceed two years.

Section G. Demotion

The term "demotion" as used in this provision means the involuntary reassignment of an employee from a position in one job classification to a lower paying position in another job classification. In any case involving demotion, the employee shall have the right to due process. The Employer reserves the right to demote an employee when he/she is physically or mentally unable to perform the duties of his/her particular position. When the disability is overcome, the employee shall return to his/her original classification.

ARTICLE 22 - PROBATIONARY PERIOD

Section A. New employees shall serve a probationary period during their first twelve months of employment. During this time, they are considered "At Will" employees and serve at the pleasure of the Employer. Employees terminated during their first twelve months of employment shall not have recourse to the grievance procedure.

Section B. Existing City employees who are promoted shall serve a six month probationary period. In the event a promoted employee fails to pass probation, the employee shall be eligible to return to his/her previous position, if it has not been filled. If the position has been filled, the individual will then be eligible for re-appointment under the provision of Article 21, Section F. Layoff & Recall. A probationary period will be required.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section A. Grievance is hereby defined as the question or challenge raised by an employee or the Union as to the correct interpretation or application of this Agreement by the Employer. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance, which may arise during the life of this Agreement. For this purpose, the following steps are agreed upon as the appropriate order of contact:

- Step 1.** An employee and/or his/her Union representative must present a grievance within fifteen (15) working days of occurrence or when the Union or employee knew or should have known of the occurrence to the official of the Employer most immediately involved. If, however, the grievance concerns a payroll matter involving the computation of the employee's wages the grievance must be presented within thirty (30) calendar days of occurrence or when the Union or employee knew or should have known of the occurrence. The parties shall have five (5) working days to resolve the grievance.
- Step 2.** If not resolved at Step 1, the employee (grievant) shall refer the matter in writing to the Union Grievance Committee for investigation and determination of whether the grievance shall be advanced. Advancement or settlement of a grievance beyond Step 1 of the Grievance Procedure shall be the sole authority of the Union Grievance Committee. The Grievance Committee shall be given reasonable time off with pay for this purpose.
- Step 3.** The employee and/or Union representative shall present the grievance within 20 working days of the Step 1 response in writing to the head of the employee's department. The Department Administrator shall attempt to resolve the matter within 10 working days of the receipt of the written grievance.
- Step 4.** If not resolved by the Department Administrator, the grievance shall be presented, in writing, together with all pertinent materials to the Mayor within ten (10) working days. The Mayor, or designated representative shall schedule a meeting with the Union for the purpose of hearing and reviewing the merits of the grievance. The Mayor, or designated representative, shall attempt to resolve the grievance within ten (10) working days of receipt of the material.

Step 5. In the event that the grievance is not resolved by the Mayor, the matter may, within fifteen (15) working days after the Mayor's decision has been rendered, be referred by either party to the arbitration process. If the matter is not referred to arbitration within this period, it shall be considered resolved.

If referred to arbitration: (1) the arbitrator's decision shall be final and binding, (2) the arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement, (3) the arbitrator shall render a decision within thirty (30) days of hearing, (4) the arbitrator shall be selected by a joint request of a list of names (Washington and Oregon only) from the Federal Mediation and Conciliation Service (F.M.C.S.). Upon receipt, the parties shall eliminate names alternately until one name remains, (5) it is agreed that the costs shall be borne equally between the parties with the exception that if the matter is a question of procedural arbitrability, the losing party shall bear all expenses for the services of the arbitrator. Except as provided above, each party shall be responsible for paying their own costs and fees incurred in the matter.

Section B. The following procedure shall be observed if the Employer files a grievance against the Union for an alleged violation of the contract:

Step 1. The Mayor or his/her designated representative shall present the grievance in writing to the Union Staff Representative within 10 days of occurrence. The Union shall attempt to resolve the matter within thirty (30) days of receipt.

Step 2. If the matter is not satisfactorily resolved at Step 1, the Employer may within fifteen (15) working days refer the matter to arbitration using the procedure outlined in Section A, Step 5.

Section C. Written submissions shall include the specific article(s) of the contract, which were allegedly violated, the specific facts and the remedy sought. Grievances shall be properly filed and processed within the timetables outlined at each step. If these timetables are violated by the Union, the grievance shall be deemed waived. If violated by the Employer, the grievance shall be advanced to the next step. Through mutual agreement, the parties may put timelines on abeyance or extend them for a set period of time.

ARTICLE 24 - HEALTH, SAFETY AND PRODUCTIVITY

Section A. All work shall be done in a competent, productive and professional manner. Work shall also be done, in accord with State, Federal and City safety codes and with ordinances and rules relating to this subject.

Section B. It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment, where adequate safeguards are not provided, or when the facilities and services are not being maintained in a reasonably sanitary condition. It shall be a requirement of the employee to immediately report all unsafe conditions in accordance with the procedures established by the employee Safety Committee to his/her supervisor upon becoming aware of those conditions. In addition to the Departmental Representatives, Local 2170 shall have a designated member on the Safety Committee as appointed by the Local Executive Board.

Section C. Where necessary, employees furnished rain gear by the Employer will be provided up to one (1) set of new rain gear annually, provided that new rain gear will not be issued until used rain gear is returned by the employee to the appropriate supervisor.

Section D. The Employer shall provide custodial services to employee restrooms and lunchrooms to insure sanitary conditions.

Section E. Regular employees in positions requiring Safety Shoes or Steel Toed Boots shall be entitled to \$125 reimbursement annually for the purchase of shoes or boots. Reimbursement can be provided on a more frequent basis if deemed necessary by the immediate supervisor based upon the nature of the work assignment.

ARTICLE 25 - SAVINGS CLAUSE

If any Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda should not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 26 - ENTIRE AGREEMENT

Section A. The Agreement expressed herein in writing constitutes the entire Agreement between the parties is intended to replace the prior agreement and no oral statement shall add to or supersede any of its provisions.

Section B. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise agreed, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section C. All wages and/or benefits being received prior to this contract by members covered in this Agreement shall not be reduced except where specifically modified by this Agreement.

ARTICLE 27 - PRIORITY OF FEDERAL, STATE AND CITY LAWS

It is understood and agreed by and between the parties that in negotiations and collective bargaining and in the administration of all matters covered by this Agreement, the parties hereto and the City employees are governed by the provisions of applicable State laws, City Ordinances and Resolutions. If there is a conflict between any provision of this Agreement and State law, the latter shall prevail. Provided, however, the Employer agrees that no Ordinance or Resolution shall modify or change any article or section of this Agreement during the life of said Agreement.

ARTICLE 28 – VOLUNTEERS

The City and Union agree that volunteer programs can be mutually beneficial to the City, employees and citizens of Renton. The parties recognize that volunteer programs provide a sense of community involvement and require a commitment of time and service on behalf of the volunteer. To that end, the City is committed to working in partnership with the Union to build successful volunteer programs.

The use of volunteers will not supplant bargaining unit positions. No bargaining unit member shall be laid off as a result of volunteer programs.

The City and the Union will meet in a labor-management forum and come to mutual agreement prior to implementing any new volunteer programs.

ARTICLE 29 – DISCIPLINE

The City shall not discipline or discharge an employee without just cause. Employees shall be given the opportunity to have a Union Representative present at meetings where disciplinary proceedings will take place.

The City agrees with the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Oral reprimand (which shall be reduced to writing although not placed in the employee's personnel file)
2. Written reprimand
3. Suspension
4. Discharge

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action, as they deem appropriate.

ARTICLE 30 - LEAVE DONATION

A Leave Donation Program has been established to assist employees faced with a serious medical illness or injury to themselves or an immediate family member. The Leave Donation Program allows employees to voluntarily transfer accrued vacation, compensatory time and personal holiday hours to another eligible employee within the Local #2170 bargaining unit who has exhausted all other paid leave due to a FML-eligible serious health condition.

ELIGIBILITY

Only probationary or regular status employees within the Local #2170 bargaining unit are eligible and may donate and receive leave. The Donated Leave Program is available to all eligible employees as defined above across all departments.

Further eligibility requirements are as follows:

Donating Employee - To qualify as a donating employee, an employee must be a probationary or regular-status employee working half-time or greater and have sufficient vacation, compensatory time or personal holiday accrued to cover donated time.

Requesting Employee - The requesting employee must be on an approved leave under the Federal Family and Medical Leave Act. The employee must also demonstrate a need of at least 40 hours of donated leave.

The period in which an employee may receive donated leave is the period of Family and Medical qualified leave which would otherwise be unpaid because leave balances have been reduced to zero. Employees may not receive workers compensation benefits prior to, or while, receiving donated leave.

QUALIFYING EVENT

To receive donated leave, an employee must apply for and receive approval for leave under the Family and Medical Leave Policy. Employees may request leave for a serious health condition affecting themselves, their spouse, parent, child, stepchild or someone with whom the employee has an "In Loco Parentis" relationship. Donated leave may not be used for parental leave following the birth or placement of a child for adoption or foster care.

SERVICE ACCRUALS AND OTHER BENEFITS

Donating employees may donate accrued vacation, compensatory time or personal holiday leave. Donated vacation, compensatory time or personal holiday leave will be converted on a straight hour-for-hour basis to the recipient employee's sick leave account. Donated hours can only be credited for subsequent use. Any hours donated after the payroll cut-off shall not be retroactively applied.

The donated leave, when converted, will be treated and utilized as sick leave for all purposes. If the donated sick leave is unused when the employee returns to work, the recipient employee will retain any balance remaining (as regular sick leave).

Employees, while using donated leave on an approved Family Medical Leave, will continue to be eligible for City-paid health benefits.

PROCEDURES

Requesting Employee:

Any eligible employee may request a donation of hours by completing the ***Request to Receive Donated Leave*** form (see Appendix C). If such employee is not capable of making application on their own behalf, a personal representative may make written application for the employee. Consent shall be obtained from the employee before application is made on behalf of that employee or, in situations where this is not possible, the recipient's guardian. This form is obtained by contacting the Human Resources and Risk Management Department (HR & RM).

Requests for leave donation must be submitted to the Human Resources and Risk Management Department, in conjunction with the Family and Medical Leave Act (FMLA) application when possible.

In order for the timely transfer of leave, forms must be submitted in the most immediate manner possible. Donated leave may only apply to time that would otherwise be unpaid during an approved Family Medical Leave. The request for donated leave will be reviewed in a confidential and objective manner. All determinations made by HR & RM regarding qualification for donated leave are final.

Each request shall provide the following information concerning the potential leave recipient:

- Name, Employee Number, Department, Work Location, Work Phone, Supervisor's name, and Employment Status;
- Certification from the attending physician or other applicable health care provider with respect to the qualifying condition submitted with the FML application; and
- Any additional information that may be required to verify the information in the leave recipient's request.

The recipient must have exhausted all accumulated leave including compensatory time; personal holiday, vacation, and sick leave prior to using any donated leave hours. If it can be shown by the requesting employee that during the anticipated period of disability all accrued leave will be exhausted, the request may be made prior to the actual disabling event. The recipient must not be eligible to receive workers' compensation benefits. The recipient employee may receive up to a maximum of 480 hours, or twelve-week full-time equivalent, donated leave. The maximum eligible hours of donated leave will be reduced by the hours, which are paid by the employee's leave balances.

The recipient may exercise their option under the program in any 12-month period. The City will determine eligibility under this provision by the use of the "rolling 12-month" basis, in which the 12-month period is measured backward from the date the Family Medical Leave request is effective.

Donating Employee:

Applicable paid leave may be donated within 14 calendar days from the date of the "Posted" notice of request for donations. Subsequent postings may be utilized for any additional needs. Hours are donated by completing the ***Request to Donate Leave*** form as shown in Appendix D, and must be submitted to HR & RM as indicated on the posted notice.

Leave may be donated in increments of one hour.

HUMAN RESOURCES & RISK MANAGEMENT RESPONSIBILITY

Requests:

Notification of determination of approval or denial will be made within seven calendar days of receipt of a request. The determination will be completed by HR & RM staff.

If the request is approved, the employee will be notified of the decision, the maximum amount of donated leave time the employee may receive, and the effective date. See Appendix F for an example.

If the request is denied, the employee is notified of the decision by letter. See Appendix G for an example of this letter.

The request is filed in the employee's Family Medical Leave file with the final decision and all supporting documentation.

Donations:

HR & RM will generate the ***Request for Donation of Leave*** notice to be posted. See Appendix E for an example.

DEPARTMENT RESPONSIBILITY

Due to the emotional atmosphere and high sensitivity surrounding these employee health conditions and issues, it is extremely important to respect each employee's decision to donate or not donate. It is not acceptable or appropriate to pressure, intimidate or otherwise attempt to convince any employee to take action in a donation issue that is not of the employee's own volition. Each department will be responsible for making sure that all requests get posted and/or distributed for all employees to see. Additionally, each department will have ***Request to Donate Leave*** forms available for those employees who wish to donate to the recipient. All such forms offering to donate leave shall immediately be submitted to HR & RM.

PAYROLL RESPONSIBILITY

Payroll reduces the donor's vacation, compensatory time, and/or personal holiday balances according to the approved request forms submitted by the Department. Payroll will notify the donor of the transfer of leave. Payroll shall retain the Donation Request from each employee for an audit trail.

Upon notification of the donation of hours, Payroll will credit the receiving employee's record with the authorized hours. The hours shall be credited as sick leave. A copy of the approved leave report shall be retained in the Payroll Department.

ARTICLE 31 - DURATION

This Agreement shall become effective January 1, 2009, and shall remain in full force and effect until and through December 31, 2009.

Signed this _____ day of _____, 2008 at Renton, Washington.

CITY OF RENTON

**LOCAL 2170, WASHINGTON STATE
COUNCIL OF COUNTY AND CITY
EMPLOYEES, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO.**

Denis Law, Mayor

Pat Miller, Local 2170 President

Nancy Carlson, Human Resources & Risk
Management Administrator

Ethan Fineout, Staff Representative,
Washington State Council of County and City
Employees

Negotiating Team:

Negotiating Team:

Michael R. Webby, Consultant

Paul Baker, 1st Vice President

Eileen Flott, Human Resources Manager

Jayson Grant, Member

Marty Wine, Assistant Chief Administrative
Officer

Jennifer Jorgenson, Secretary

Robin Robertson, Risk Manager

Timothy Lawless, Member

Brian Sandler, Human Resources Analyst

Mary Fullerton, Member

Teresa Phelan, Member

ATTEST:

Bonnie I. Walton, City Clerk

Approved as to Form:

Lawrence J. Warren, City Attorney

**APPENDIX A
CLASSIFICATIONS REPRESENTED BY LOCAL 2170**

Accounting Assistant I	Accounting Assistant II
Accounting Assistant III	Accounting Assistant IV
Accounting Supervisor	Administrative Secretary I
Administrative Secretary II	Airport Maintenance Worker
Assistant Airport Manager	Assistant Planner
Associate Planner	Building Inspector/Combination
Building Inspector/Electrical	Building Plan Reviewer
Business Systems Analyst	Capital Project Coordinator
CDBG Specialist	Civil Engineer I
Civil Engineer II	Civil Engineer III
Code Compliance Inspector	Communications Specialist I
Communications Specialist II	Construction Inspector II
Custodian	Custodial Services Supervisor
Data Base Technician	Desktop Publishing Operator
Development Services Representative	Economic Development Specialist
Emergency Management Coordinator	Energy Plans Reviewer/Permit Representative
Engineering Specialist I	Engineering Specialist II
Engineering Specialist III	Facilities Coordinator
Facilities Supervisor	Facilities Technician
Facilities Technician II	Fire District Liaison
Fire Inspector I	Fire Inspector II
Fire Inspector III	Fire Inspector/Trainee
Fire Plans Reviewer/Inspector I	Fire Plans Reviewer/Inspector II
Fire Plans Reviewer/Inspector III	Fleet Management Technician
Form/Graphic Technician	Golf Course Maintenance Worker I
Golf Course Maintenance Worker II	Golf Course Maintenance Worker III
Golf Course Operations Specialist	Grounds Equipment Mechanic
Hearing Examiner's Secretary	Housing Repair Coordinator
Housing Repair Technician	HVAC Systems Technician
Judicial Specialist	Judicial Specialist/Trainer
Lead Building Inspector	Lead Code Compliance Inspector
Lead Construction Inspector	Lead Custodian
Lead Fire Inspector	Lead Golf Course Maintenance Worker
Lead Judicial Specialist	Lead Maintenance Custodian
Lead Maintenance Services Worker	Lead Office Assistant
Lead Parks Maintenance Worker	Lead Vehicle & Equipment Mechanic
Lead Water Utility Pump Station Mechanic	Librarian
Library Assistant I	Library Assistant II
Library Supervisor	Library Technical Assistant
Lift Station Technician	Maintenance Buyer
Maintenance Custodian	Maintenance Services Worker I
Maintenance Services Worker II	Maintenance Services Worker III
Mapping Coordinator	Mechanic's Assistant
Multi Media Records Specialist	Neighborhood Program Assistant
Neighborhood Program Coordinator	Network Systems Specialist
Network Systems Manager	Office Assistant I
Office Assistant II	Office Assistant III
Park Maintenance Supervisor	Parks Maintenance Worker I
Parks Maintenance Worker II	Parks Maintenance Worker III
Pavement Management Technician	Payroll Analyst

**Local 2170 Contract
2009**

Permit Technician	Planning Technician I
Planning Technician II	Principal Civil Engineer – Transportation Division
Print & Mail Operator	Print & Mail Supervisor
Pro Shop Assistant	Probation Clerk
Probation Officer	Program Development Coordinator I
Program Development Coordinator II	Property Services Agent
Property Services Specialist	Purchasing Assistant
Records Management Coordinator	Records Management Specialist
Recreation Program Coordinator	Recreation Specialist I
Recreation Specialist II	Secretary I
Secretary II	Senior Economic Development Specialist
Senior Network Systems Specialist	Senior Planner
Senior Systems Analyst	Service Desk Technician
Signal/Electronic Systems Assistant I	Signal/Electronic Systems Assistant II
Signal/Electronic Systems Technician I	Signal/Electronic Systems Technician II
Solid Waste Maintenance Worker	Solid Waste Program Specialist
Street Maintenance Services Supervisor	Systems Analyst
Services Desk Supervisor	Traffic Maintenance Worker I
Traffic Maintenance Worker II	Traffic Sign & Paint Supervisor
Transportation Planner	Utility/GIS Engineer
Vehicle & Equipment Mechanic I	Waste Water Maintenance Services Supervisor
Water Maintenance Services Supervisor	Water Meter Reader
Water Quality/Treatment Plant Operator	Water Utility Instrument/SCADA Technician
Water Utility Maintenance Supervisor	Water Utility Maintenance Technician

**APPENDIX B
CLASSIFICATION PAY RANGES FOR 2170**

Grade	Status	Position Title	Union		COLA 5.5%		Union		COLA 5.5%		Union	
			12 Mos Step A	Annual Salary	12 Mos Step B	Annual Salary	12 Mos Step C	Annual Salary	12 Mos Step D	Annual Salary	12 Mos Step E	Annual Salary
		UNION - LOCAL 2170 (5.5% Increase for 2009)										
a34			6,725	80,700	7,061	84,732	7,416	88,992	7,786	93,432	8,176	98,112
a33			6,561	78,732	6,893	82,716	7,245	86,940	7,610	91,320	7,987	95,844
a32		Network Systems Manager Principal Civil Engineer-Transportation Division Utility/GIS Engineer	6,403	76,836	6,725	80,700	7,061	84,732	7,416	88,992	7,786	93,432
a31			6,242	74,904	6,561	78,732	6,893	82,716	7,245	86,940	7,610	91,320
a30			6,092	73,104	6,403	76,836	6,725	80,700	7,061	84,732	7,416	88,992
a29		Program Development Coordinator II Mapping Coordinator	5,945	71,340	6,242	74,904	6,561	78,732	6,893	82,716	7,245	86,940
a28		Civil Engineer III	5,799	69,588	6,092	73,104	6,403	76,836	6,725	80,700	7,061	84,732
a27			5,658	67,896	5,945	71,340	6,242	74,904	6,561	78,732	6,893	82,716
a26			5,519	66,228	5,799	69,588	6,092	73,104	6,403	76,836	6,725	80,700
a25		Capital Project Coordinator Civil Engineer II Facilities Coordinator Neighborhood Program Coordinator Program Development Coordinator I Property Services Agent	5,385	64,620	5,658	67,896	5,945	71,340	6,242	74,904	6,561	78,732
a24		Database Technician Lead Building Inspector Lead Construction Inspector Lead Fire Inspector Senior Economic Development Specialist Senior Network Systems Specialist Senior Planner Senior Systems Analyst Transportation Planner	5,253	63,036	5,519	66,228	5,799	69,588	6,092	73,104	6,403	76,836
a23		Assistant Airport Manager Building Plan Reviewer Business Systems Analyst Engineering Specialist III Fire Plan Reviewer/Inspector III Pavement Management Technician Property Services Specialist Street Maintenance Services Supervisor Waste Water Maintenance Services Supervisor	5,127	61,524	5,385	64,620	5,658	67,896	5,945	71,340	6,242	74,904

Local 2170 Contract 2009

Grade	Status	Position Title	12 mo Step A	Annual Salary	12 mos Step B	Annual Salary	12 mos Step C	Annual Salary	12 mos Step D	Annual Salary	12 mos Step E	Annual Salary
a22		Lead Code Compliance Inspector Librarian	5,003	60,036	5,253	63,036	5,519	66,228	5,799	69,588	6,092	73,104
a21		Building Inspector - Electrical Building Inspector/Combination Civil Engineer I Communication Specialist II Construction Inspector II Emergency Management Coordinator Facilities Supervisor Fire Inspector III Park Maintenance Supervisor Service Desk Supervisor Signal/Electronics Systems Technician II Systems Analyst Water Maintenance Services Supervisor Water Utility Maintenance Supervisor	4,879	58,548	5,127	61,524	5,385	64,620	5,658	67,896	5,945	71,340
a20		Associate Planner Economic Development Specialist Housing Repair Coordinator Network Systems Specialist	4,759	57,108	5,003	60,036	5,253	63,036	5,519	66,228	5,799	69,588
a19		Accounting Supervisor Code Compliance Inspector Energy Plans Examiner/Permit Representative Engineering Specialist II Fire Inspector II Fire Plan Reviewer/Inspector II HVAC Systems Technician Lead Vehicle & Equipment Mechanic Water Utility Instrumentation/SCADA Technician	4,642	55,704	4,879	58,548	5,127	61,524	5,385	64,620	5,658	67,896
a18		CDBG Specialist Development Services Representative Lead Water Utility Pump Station Mechanic Probation Officer Recreation Program Coordinator	4,533	54,396	4,759	57,108	5,003	60,036	5,253	63,036	5,519	66,228
a17		Custodial Services Supervisor Fire Inspector I Fire Plan Reviewer/Inspector I Library Supervisor Maintenance Buyer Service Desk Technician Signal/Electronic Systems Tech I Traffic Sign & Paint Supervisor Water Quality/Treatment Plant Operator	4,419	53,028	4,642	55,704	4,879	58,548	5,127	61,524	5,385	64,620

Local 2170 Contract 2009

Grade	Status	Position Title	12 mo Step A	Annual Salary	12 mos Step B	Annual Salary	12 mos Step C	Annual Salary	12 mos Step D	Annual Salary	12 mos Step E	Annual Salary
a16		Assistant Planner Lead Golf Course Maintenance Worker Lead Maintenance Services Worker Lead Park Maintenance Worker Neighborhood Program Assistant	4,315	51,780	4,533	54,396	4,759	57,108	5,003	60,036	5,253	63,036
a15		Facilities Technician II Grounds Equipment Mechanic Lead Judicial Specialist Lift Station Technician Planning Technician II Vehicle & Equipment Mechanic I Water Utility Maintenance Technician	4,204	50,448	4,419	53,028	4,642	55,704	4,879	58,548	5,127	61,524
a14		Recreation Specialist II	4,106	49,272	4,315	51,780	4,533	54,396	4,759	57,108	5,003	60,036
a13		Engineering Specialist I Facilities Technician Print & Mail Supervisor Signal/Electronics System Assistant II Solid Waste Program Specialist	4,004	48,048	4,204	50,448	4,419	53,028	4,642	55,704	4,879	58,548
a12		Communication Specialist I Desktop Publishing Operator Fire Inspector Trainee Golf Course Maintenance Worker III Maintenance Services Worker III Multimedia/Records Specialist Parks Maintenance Worker III Traffic Maintenance Worker II	3,909	46,908	4,106	49,272	4,315	51,780	4,533	54,396	4,759	57,108
a11		Administrative Secretary II Airport Maintenance Worker Fleet Management Technician Lead Maintenance Custodian Payroll Analyst Records Management Coordinator Recreation Specialist I	3,812	45,744	4,004	48,048	4,204	50,448	4,419	53,028	4,642	55,704
a10		Form/Graphic Technician Judicial Specialist/Trainer Permit Technician Probation Clerk	3,719	44,628	3,909	46,908	4,106	49,272	4,315	51,780	4,533	54,396
a09		Accounting Assistant IV Administrative Secretary I Fire District Liaison Library Assistant II Mechanic's Assistant Planning Technician I Records Management Specialist Signal/Electronics Systems Assistant I	3,627	43,524	3,812	45,744	4,004	48,048	4,204	50,448	4,419	53,028

Local 2170 Contract 2009

Grade	Status	Position Title	12 mo Step A	Annual Salary	12 mos Step B	Annual Salary	12 mos Step C	Annual Salary	12 mos Step D	Annual Salary	12 mos Step E	Annual Salary
a08		Golf Course Maintenance Worker II Golf Course Operations Specialist Housing Repair Technician Judicial Specialist Lead Office Assistant Maintenance Services Worker II Parks Maintenance Worker II Purchasing Assistant Traffic Maintenance Worker I	3,540	42,480	3,719	44,628	3,909	46,908	4,106	49,272	4,315	51,780
a07		Accounting Assistant III Hearing Examiner's Secretary Library Technical Assistant Maintenance Custodian Print & Mail Operator Secretary II Water Meter Reader	3,455	41,460	3,627	43,524	3,812	45,744	4,004	48,048	4,204	50,448
a06			3,374	40,488	3,540	42,480	3,719	44,628	3,909	46,908	4,106	49,272
a05		Accounting Assistant II Office Assistant III Secretary I	3,289	39,468	3,455	41,460	3,627	43,524	3,812	45,744	4,004	48,048
a04		Golf Course Maintenance Worker I Lead Custodian Maintenance Services Worker I Parks Maintenance Worker I Pro Shop Assistant Solid Waste Maintenance Worker	3,211	38,532	3,374	40,488	3,540	42,480	3,719	44,628	3,909	46,908
a03		Accounting Assistant I Library Assistant I Office Assistant II	3,132	37,584	3,289	39,468	3,455	41,460	3,627	43,524	3,812	45,744
a02			3,060	36,720	3,211	38,532	3,374	40,488	3,540	42,480	3,719	44,628
a01		Custodian Office Assistant I	2,981	35,772	3,132	37,584	3,289	39,468	3,455	41,460	3,627	43,524

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LONGEVITY SCHEDULE LOCAL 2170			
Completion of 5 Yrs	2% Step a13 E	\$98	per month
Completion of 10 Yrs	3% Step a13 E	\$146	per month
Completion of 15 Yrs	4% Step a13 E	\$195	per month
Completion of 20 Yrs	5% Step a13 E	\$244	per month
Completion of 25 Yrs	6% Step a13 E	\$293	per month

The City contributes 2% of employee's base wage per year to a deferred compensation account .

APPENDIX C

REQUEST TO RECEIVE DONATED LEAVE

THIS FORM MUST BE ATTACHED TO THE FAMILY AND MEDICAL LEAVE APPLICATION FORM

Please Type or Print

TO BE COMPLETED BY APPLICANT OR PERSONAL REPRESENTATIVE OF APPLICANT			
Name (Last, First, MI)		Employee Number:	
Department Name:	Work Location:	Work Phone:	
Employee Status: p Full-Time p Part-Time Number of Hours Per Week: _____			
Leave Balances at End of Last Pay Period: Sick _____ Comp Time _____ Number of Hours of Leave without Pay Vacation _____ Personal Days _____ Anticipated For This Medical Event: _____			
Optional: Brief summary of any information to be released in general City announcement:			

SIGNATURE OF RECEIVING EMPLOYEE

_____ Signature	_____/_____/_____ Date
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SIGNATURE OF PERSONAL REPRESENTATIVE OF RECEIVING EMPLOYEE

_____ Name - Please Print	_____ Relationship to Employee
_____ Signature	_____/_____/_____ Date

SIGNATURE OF RECEIVING EMPLOYEE'S SUPERVISOR

_____ Name - Please Print	_____ Phone Number
_____ Signature	_____/_____/_____ Date

FOR USE BY HUMAN RESOURCES DEPARTMENT

EVENT	DATE	STATUS	INITIALS OF PERSON PROCESSING
FML Request Received By HR			
Medical Documentation Received			
Request for Donated Leave Received by HR			
Accrued Leave Verified			
Date Paid Leave Exhausted			
End of FML Entitlement			
Disability and Workers' Comp. eligibility?			
Payroll Notified			
Notice Sent To Employee			

PAYROLL INFORMATION:SECTION

This Request is:

☐
 Approved*

☐
 Denied

*Maximum Amount of Donated Leave Eligible for Transfer: _____

Maximum Hours _____

HR Approval: _____

Date (Approved/Denied) _____

APPENDIX D

REQUEST TO DONATE VACATION/PERSONAL HOLIDAY/COMP TIME

I request that vacation/leave/personal holiday/compensatory time be transferred to

(Receiving Employee's Name & Employee Number)

I have sufficient leave in my account to cover this amount. I understand that my decision to transfer paid leave is irrevocable and that such leave may only be donated in increments of one hour.

Please Type or Print

TO BE COMPLETED BY LEAVE DONOR	
Name (Last, First, MI):	Employee Number:
Department Name:	Work Phone:
Leave Balance(s) as of End of Last Pay Period: Vacation _____ Hrs. Personal Holiday _____ Hrs. Comp Time _____ Hrs.	Amount of Total Hours to be Transferred: _____ Hrs.
SIGNATURE OF LEAVE DONOR	

_____ Signature	_____ Date
PAYROLL/HUMAN RESOURCES SECTION	

Leave Balance Verified and Requirements Met:	Yes _____ No _____
Signature HR _____	Date _____
Amount of Leave to be Transferred: _____	
Signature P/R: _____	Date: _____

Original: Employee FML File
cc: Payroll, Donating Employee Personnel File

APPENDIX E

REQUEST FOR DONATION OF LEAVE HOURS

TO: ALL LOCAL 2170 EMPLOYEES

FROM: *HUMAN RESOURCES DEPARTMENT*

DATE: *(CURRENT DATE)*

Our fellow employee (*NAME*) is in need of your help. (*NAME*) has been approved for an extended leave under the City's Family and Medical Leave policy due to an illness of (self, spouse, child, or other family member). This situation has created a hardship because all paid leave (sick, vacation, personal holiday and compensatory time) has been exhausted. As a result, donated leave has been requested.

If you would like to donate 1 or more leave hours, please contact Human Resources for a Request to Donate Leave form. Human Resources Department and Payroll will work together to coordinate the transfer of leave hours.

All requests must be submitted within 14 calendar days from the date of this memo.

Thank you for your consideration.

APPENDIX F

TO: (EMPLOYEE)
(DEPARTMENT)

FROM: Human Resources Department

DATE: (CURRENT DATE)

SUBJECT: REQUEST TO RECEIVE DONATED LEAVE

We are pleased to inform you that your Request to Receive Donated Leave has been approved. We will post a request in all bargaining unit departments.

The maximum amount of donated
leave you may receive is: _____

You may begin using donated leave on: _____

Human Resources will be responsible for receiving donation requests, verifying the amount of donation leave balances, and submitting requests to donate leave to Payroll for processing.

APPENDIX G

TO: *(EMPLOYEE)*

 (DEPARTMENT)

FROM: Human Resources Department

DATE: *(CURRENT DATE)*

SUBJECT: REQUEST TO RECEIVE DONATED LEAVE

We regret to inform you that your request to receive donated leave has not been approved since it does not meet the eligibility requirements with respect to:

- _____ Your illness or injury does not qualify under the Family Medical Leave Act.
 - _____ Your illness or injury is job-related and therefore you are eligible to receive Workers' Compensation.
 - _____ The length of anticipated absence from the job is less than 40 hour. which is less than the minimum amount of leave required by the Leave Donation Policy.
 - _____ Insufficient information from your doctor to make a determination as to whether the illness/injury is seriously incapacitating.
- Other:
- _____
- _____
- _____
- _____